

CONTRACT #3
RFS # 343.49-452
FA # 05-16083

Health

VENDOR:
Global Secure Systems Corp
(formerly Virtual Alert, Inc.)



STATE OF TENNESSEE
DEPARTMENT OF HEALTH
CORDELL HULL BUILDING
425 5th AVENUE NORTH
NASHVILLE, TENNESSEE 37243

RECEIVED

JUN 08 2009

FISCAL REVIEW

June 5, 2009

Mr. James White, Director
Fiscal Review Committee
320 Sixth Avenue, North, 8th Floor
Nashville, TN 37243
and
M.D. Goetz, Jr., Commissioner
Department of Finance & Administration
State Capitol, First Floor
Nashville, TN 37243-0285

Dear Director White and Commissioner Goetz:

The Contract being proposed shall allow the Department to continue contracting for an integrated information and communications system for statewide bioterrorism preparedness protection (Tennessee Health Alert Network, as known as T-HAN) with Global Secure Systems Corporation. The Department of Health requests approval to establish a non-competitive contract with Global Secure Systems Corporation. This Contractor began providing these services to the Department of Health on August 11, 2004, with the current contract set to expire on August 9, 2009.

Global Secure Systems Corporation (GSS) has created two (2) distinctive applications for Tennessee. These applications are specifically designed for sending emergency notifications to both first responders, via the Tennessee Health Alert Network (T-HAN) and for emergency volunteers via Volunteer Mobilizer (VM). Currently, these two applications contain over 30,000 first responders and public health volunteers who can receive 24/7 alerts, updates, and information regarding public health outbreaks, trainings, exercises and real emergency events. These secure software applications reside on two geographically separated emergency response hardware platforms that have been specifically configured to support these application software requirements. These software applications operate on a SQL database platform and are configured by GSS to execute complete mirrored backups of all daily data from the primary to the secondary sites on a nightly basis.

This Contractor is the sole developer for these software applications. Thus, the Contractor is the only agency that can continue with the maintenance of these software applications and continued modifications required for this system. The only alternative available to the Department of Health is to purchase these applications from directly from GSS, which would also require the Department to hire additional staff.

We appreciate your approval to proceed with this Contract. Thank you for considering this request.

Sincerely,


Susan R. Cooper, MSN, RN, Commissioner

Supplemental Documentation Required for Fiscal Review Committee

*Contact Name:	Randy Gowler	*Contact Phone:	253-2310
*Contract Number:		*RFS Number:	343-49-452-10
*Original Contract Begin Date:	8/10/2009	*Current End Date:	8/9/2014
Current Request Amendment Number: <i>(if applicable)</i>		NA	
Proposed Amendment Effective Date: <i>(if applicable)</i>		NA	
*Department Submitting:		Department of Health	
*Division:		Communicable & Environmental Disease Services	
*Date Submitted:		06/05/2009 6-8-09	
*Submitted Within Sixty (60) days:		Yes	
<i>If not, explain:</i>			
*Contract Vendor Name:		Global Secure Systems Corporation	
*Current Maximum Liability:		\$706,880	
*Current Contract Allocation by Fiscal Year: <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>			
FY: 2010	FY: 2011	FY: 2012	FY: 2013
FY: 2014	FY: 2015		
\$211,980	\$137,776	\$112,776	\$112,776
\$112,776	\$18,796		
*Current Total Expenditures by Fiscal Year of Contract: <i>(attach backup documentation from STARS or FDAS report)</i>			
FY:	FY:	FY:	FY:
\$	\$	\$	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent: IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision: IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:		New Non-Competitive contract request.	
		New Non-Competitive contract request.	
		New Non-Competitive contract request.	
*Contract Funding Source/Amount:	State:		Federal:
			Centers for Disease Control and Prevention- Investigations and Technical Assistance Grant \$706,800
Interdepartmental:			Other:

Supplemental Documentation Required for Fiscal Review Committee

If "other" please define:	
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>	Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>
Method of Original Award: <i>(if applicable)</i>	
<p>Include a detailed breakdown of the actual expenditures anticipated in each year of the contract. Include specific line items, source of funding, and disposition of any excess fund. <i>(if applicable)</i></p>	<p><u>Milestone 1</u> Provide Project Plan and Vision and Scope Document by November 15, 2009. \$ 33,000</p> <p><u>Milestone 2</u> Integrate the existing EMSystems Application Interface (API) to RM by November 15, 2009. \$ 10,000</p> <p><u>Milestone 3</u> Develop, deliver, install, configure, test and implement application software that meets the priority business and technical requirements identified in the Vision and Scope Document by December 31, 2009. \$ 75,000</p> <p><u>Milestone 4</u> Provide system testing and exercising through intensive use of the application and participating in five (5) State planned disaster exercises by July 31, 2011. \$ 25,000</p> <p><u>Milestone 5</u> Ensure software maintenance, technical support, & software upgrades to T-HAN. \$9,398 per month x 60 months, for a total of \$563,880</p>
<p>Include a detailed breakdown, in dollars, of any savings that the department anticipates will result from this contract. Include, at a minimum, reduction in positions, reduction in equipment costs, reduction in travel. <i>(if applicable)</i></p>	NA
<p>Include a detailed analysis, in dollars, of the cost of obtaining this service through the proposed contract as compared to other options. <i>(if applicable)</i></p>	NA

NON-COMPETITIVE CONTRACT REQUEST:

APPROVED

RECEIVED

JUN 08 2009

Commissioner of Finance & Administration

FISCAL REVIEW

1) RFS #	343.49-452-10	
2) Procuring Agency :	Department of Health	
3) Service Caption :	Integrated information and communications system for Statewide Bioterrorism Preparedness protection (Tennessee Health Alert Network/T-HAN)	
4) Proposed Contractor :	Global Secure Systems Corporation	
5) Contract Start Date : (attached explanation required if < 60 days after F&A receipt)	8/10/2009	
6) Contract End Date : (if ALL options to extend the contract are exercised)	8/9/2014	
7) Maximum Cost : (if ALL options to extend the contract are exercised)	\$706,880	
8) Approval Criteria : (select one)	<input checked="" type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state <input type="checkbox"/> only one uniquely qualified service provider able to provide the service	
9) Description of Service to be Acquired :		
<p>Ongoing maintenance to ensure continuation of Response Manager and Volunteer Mobilizer capabilities on a 24/7 basis. Integration of additional software and ongoing maintenance, technical support and software upgrades to meet federal requirements for the Emergency Systems Advance Registration of Volunteer Health Professionals (ESAR-VHP) standards.</p>		
10) Explanation of the Need for or Requirement Placed on the Procuring Agency to Acquire the Service :		
<p>Global Secure was contracted through a Request for Proposal (RFP) by the Tennessee Department of Health (TDH) to provide two off-the-shelf software applications. These applications were specifically designed for sending emergency notifications to both first responders, via the Tennessee Health Alert Network (T-HAN) and emergency volunteer personnel, via Volunteer Mobilizer (VM). Global Secure has been the vendor responsible for providing all software updates, application enhancements and functional issues regarding these products for the duration of this maintenance contract.</p> <p>These secure software applications reside on two geographically separated emergency response hardware platforms that were specifically configured to support the application software requirements. These software applications operate on a SQL database platform and are configured by Global Secure to execute complete mirrored backups of all daily data from the primary to the secondary sites on a nightly basis. Currently, these two applications contain over 30,000 first responders and public health volunteers who can receive 24/7 alerts, updates, and information regarding public health outbreaks, trainings and/or exercises, and real emergency events.</p> <p>Both products are complex products that require ongoing support of the software code, its interactions with third-party components upon which it resides and depends, and some measure of support for the third-party components themselves. Additionally, the current software maintenance agreement with Global Secure ensures that TDH will receive upgraded versions to both products. TDH needs the upcoming versions in order to continue compliance with federal requirements, to gain access to multiple new functionality and enhancements, and to improve the usability of the system on the new platforms coming in future versions.</p> <p>Response Manager (RM) has two specific deadlines in August 2009 (Direct Alerting) and August 2010 (Cascade Alerting). Both of these capabilities are being incorporated in the new software version offered by GSS.</p>		

VM is also going through major modifications to meet Emergency Systems Advance Registration of Volunteer Health Professionals (ESAR-VHP) standards. The need for integration with multiple federal databases as well as the state's licensure database will be required to meet further standards regarding credentialing of medical professionals. TDH is currently in negotiations with GSS to achieve this complete integration by August 2010.

Pursuing an alternate vendor through the RFP process at this time would make all of these objectives unattainable. The failure of Tennessee to meet the Centers for Disease Control and Prevention's (CDC) Public Health Informatics Network (PHIN) alerting requirements and Assistant Secretary for Preparedness and Response's (ASPR) ESAR-VHP requirements will result in a direct reduction of federal funding in both of these grant areas.

Currently, TDH is in the process of adding new servers to the redundant sites as well as adding a second application of Volunteer Mobilizer. As part of the ongoing maintenance contract, TDH is also requesting that Global Secure perform software version updates of both the T-HAN and VM applications. Global Secure will be able to perform all updates to the SQL database, the Active Directory and the applications themselves via a remote access login account. These software upgrades contain updates that have been developed by Global Secure to support future CDC requirements, such as: Public Health Informatics Network (PHIN), Partner Communication Alerting (PCA) and (ESAR-VHP). These CDC guidelines are established for emergency notification systems and satisfying these criteria will ensure continuation of future CDC funding.

Global Secure has also been instrumental in assisting TDH with selecting new Primary Rate Interface (PRI) communication cards which are being replaced to fit into the new server configurations being purchased by TDH. Global Secure is also instrumental in testing the PRI's circuits to ensure proper operation after configuration.

Global Secure is the sole developer for these software applications. TDH has many critical functions to satisfy when it comes to emergency planning and response. To accomplish this successfully, it is necessary to rely on partners that are both familiar with your existing systems as well as with the processes that you have developed over the years. Further development of these applications will not be possible without the continued contracted support of Global Secure.

11) Explanation of Whether the Procuring Agency Bought the Service in the Past, & if so, What Procurement Method It Used :

TDH procured these applications using the state's Request for Proposal (RFP) method.

12) Name & Address of the Proposed Contractor's Principal Owner(s) : (not required for a TN state education institution)

Andy Nunemaker, President, EMSsystems., 135 South 84th Street, Suite 150, Milwaukee, WI 53214

13) Evidence of the Proposed Contractor's Experience and Length of Experience Providing the Service :

The proposed contractor – Global Secure Systems – has been supporting the maintenance services as a business since 2001, and specifically since August 11, 2004 for TDH. GSS provides these services for 23 states and large metropolitan areas.

14) Office for Information Resources Endorsement : (required for information technology service; n/a to THDA)

Documentation is ... ☐ Not Applicable to this Request ☒ Attached to this Request

15) eHealth Initiative Endorsement : (required for health-related professional, pharmaceutical, laboratory, or imaging service)

Documentation is ... ☒ Not Applicable to this Request ☐ Attached to this Request

16) Department of Human Resources Endorsement : (required for state employees training service)

Documentation is ... ☒ Not Applicable to this Request ☐ Attached to this Request

17) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :

TDH consulted Health Alert Network user groups (to which all states belong) in order to determine whether there are any other alternatives for providing these services. This is the best source of such information, because all of the GSS customers are state and city/county departments of health. It also made inquiries of several of TDH trusted vendors to determine whether they had the capabilities to provide these services. This investigation concluded that GSS is the only vendor that provides such maintenance services for these products. TDH asked GSS whether GSS allowed for clients to provide such services themselves, but GSS does not allow non-GSS employees to have the level of access to the software code that would be required to perform this maintenance role.

18) Justification of Why the State Should Use Non-Competitive Negotiation Rather Than a Competitive Process :

(Being the "only known" or "best" service provider to perform the service as desired will not be deemed adequate justification.)

The State would incur significant additional costs because we would have to purchase an entirely new system through an RFP and

would have all of the up-front costs for the hardware and software with a different vendor. Continuing these critical emergency notification services with Global Secure Systems Corporation will save the State those costs, and is a better utilization of our federal funding. There are literally no alternatives for ongoing maintenance services other than to purchase them from GSS. No other organization or entity has access to the software code of Response Manager or Volunteer Mobilizer. As a result, no other entity has any knowledge or experience in providing such services, nor is there any reason to expect that an alternative will arise in the foreseeable future. This vendor has been working with the State to meet federal ESAR-VHP compliance deadlines which, if not met, will result in progressively increasing budget cuts in federal funding.

REQUESTING AGENCY HEAD SIGNATURE & DATE :

(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)

Susan R. Cooper MSW, RN 6/8/09

SIGNATURE & DATE

**FAX/EMAIL TRANSMITTAL****to Request OIR Procurement Endorsement**

TO : Jane Chittenden, Director
OIR Procurement & Contract Management **FAX # 741-6164**

FROM : Marilyn Brandon, Contract Coordinator **FAX # 532-1886**

DATE : June 5, 2009

RFS # 343.49-452-10

RE : Procurement Endorsement — Global Secure Systems Corporation

INFORMATION SYSTEMS PLAN PROJECT: N/A**NUMBER OF FAX PAGES (including cover) : 24**

The nature and scope of service detailed in the attached service procurement document(s) appears to require Office for Information Resources (OIR) review and support; because the procurement involves information technology or information systems services.

This communication seeks to ensure that OIR is aware of the procurement and has an opportunity to review the matter. Please determine whether OIR is supportive of the procurement. If you have any questions or concerns about this matter, please call Jonna Goostree at 532-7771.

Please indicate below your response to this proposed procurement, and return this communication at your earliest convenience (note the return FAX number above).

Thank you for your help.

Attachment(s)

Must include the entire contract or amendment document and where applicable, the non-competitive contract or amendment request form. The original contract and any prior amendments that were applied to the same section of the contract must be provided with an amendment. Electronic copies of the contract, amendments, and request form without signature are acceptable.

RFP documents must be provided in electronic form.

OIR Endorsement :**OIR Chief Information Officer****Date**

Approved for technical merit only

6/5/09

CONTRACT SUMMARY SHEET

021908

RFS #				Contract #			
343 . 49 — 452 — 10							
State Agency				State Agency Division			
Department of Health				Health Services Administration			
Contractor Name				Contractor ID # (FEIN or SSN)			
Global Secure Systems Corporation				<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V-		752992094-00	
Service Description							
Provision of an integrated information and communications system for Statewide Bioterrorism Preparedness protection.							
Contract Begin Date		Contract End Date		SUBRECIPIENT or VENDOR?		CFDA #	
8/10/09		8/9/14		Vendor		93.283	
Mark Each TRUE Statement							
<input checked="" type="checkbox"/> Contractor is on STARS				<input checked="" type="checkbox"/> Contractor's Form W-9 is on file in Accounts			
Allotment Code		Cost Center		Object Code		Fund	
343.49		See supplemental		139		11	
FY		State		Federal		Interdepartmental	
2010				\$211,980			
2011				\$137,776			
2012				\$112,776			
2013				\$112,776			
2014				\$112,776			
2015				\$18,796			
TOTAL:				\$706,880			
COMPLETE FOR AMENDMENTS ONLY				State Agency Fiscal Contact & Telephone #			
FY		Base Contract & Prior Amendments		THIS Amendment ONLY		Crystal Allen 741-9419	
						State Agency Budget Officer Approval	
TOTAL:							
End Date:							
Contractor Ownership (complete for ALL base contracts — N/A to amendments or delegated authorities)							
<input type="checkbox"/> African American		<input type="checkbox"/> Person w/ Disability		<input type="checkbox"/> Hispanic		<input type="checkbox"/> Small Business	
<input type="checkbox"/> Asian		<input type="checkbox"/> Female		<input type="checkbox"/> Native American		<input type="checkbox"/> Government	
				<input type="checkbox"/> NOT Minority/Disadvantaged		<input checked="" type="checkbox"/> Other	
Contractor Selection Method (complete for ALL base contracts — N/A to amendments or delegated authorities)							
<input type="checkbox"/> RFP		<input type="checkbox"/> Competitive Negotiation *		<input type="checkbox"/> Alternative Competitive Method *			
<input checked="" type="checkbox"/> Non-Competitive Negotiation *		<input type="checkbox"/> Negotiation w/ Government (ID, GG, GU)		<input type="checkbox"/> Other *			
* Procurement Process Summary (complete for selection by Non-Competitive Negotiation, Competitive Negotiation, OR Alternative Method)							
The program has negotiated with Global Secure Systems (GSS) for the best price possible. It is in the best interest of the State to have GSS continue to provide software maintenance for the Response Manager and Volunteer Mobilizer products that have been produced by the vendor.							

FA CONTRACT INFORMATION SUPPLEMENT FOR ALL FA-TYPE CONTRACTS — COMPLETE <u>EITHER</u> SECTION A <u>OR</u> SECTION B	
Contract RFS #	343.49-452-10
Contractor:	GLOBAL SECURE SYSTEMS CORPORATION
SECTION A— CONTRACTOR IS AN INDIVIDUAL	SECTION B— CONTRACTOR IS A COMPANY (e.g., sole proprietorship, partnership, or corporation)
Is or has the contractor been a state employee? <input type="checkbox"/> NO (no additional information required) <input type="checkbox"/> YES	Does an individual, who is or has been a state employee, own controlling interest in (or own) the contractor company? <input type="checkbox"/> NO (no additional information required) <input type="checkbox"/> YES
Was such employment within the past six months? <input type="checkbox"/> NO <input type="checkbox"/> YES (an approved rule exception permitting a contract within six months of employment is also required)	Was such employment within the past six months? <input type="checkbox"/> NO <input type="checkbox"/> YES (an approved rule exception permitting a contract within six months of employment is also required)
Does the contractor receive Tennessee Consolidated Retirement System (TCRS) retirement benefits? <input type="checkbox"/> NO <input type="checkbox"/> YES (the procuring agency general counsel MUST sign an analysis of this procurement using the TCRS analysis guidelines)	Does the individual who owns controlling interest in the contractor company receive Tennessee Consolidated Retirement System (TCRS) retirement benefits? <input type="checkbox"/> NO <input type="checkbox"/> YES (the procuring agency general counsel MUST sign an analysis of this procurement using the TCRS analysis guidelines)
CONTRACTOR SIGNATURE	
<div style="height: 40px;"></div>	
CONTRACTOR	DATE

CONTRACT SUMMARY SHEET SUPPLEMENT

Contract Number

Fiscal Year

2010

[illegible]

CONTRACT SUMMARY SHEET SUPPLEMENT

Contract Number							
Fiscal Year		2011					
Allotment Code	Cost Center	Object Code	Fund	Grant Code	Subgrant Code	CFDA #	Amount
49	135	139	11			93.283	\$137,776
TOTAL							\$137,776

CONTRACT SUMMARY SHEET SUPPLEMENT

Contract Number							
Fiscal Year		2012					
Allotment Code	Cost Center	Object Code	Fund	Grant Code	Subgrant Code	CFDA #	Amount
49	135	139	11			93.283	\$112,776
TOTAL							\$112,776

CONTRACT SUMMARY SHEET SUPPLEMENT

Contract Number**Fiscal Year**

2014

[illegible]

CONTRACT SUMMARY SHEET SUPPLEMENT

Contract Number

Fiscal Year

2015.

[illegible]

**CONTRACT**

(fee-for-service contract with an individual, business, non-profit, or governmental entity of another state)

Agency Tracking #

34349-45210

Edison ID

Contractor

GLOBAL SECURE SYSTEMS CORPORATION

Contractor Federal Employer Identification or Social Security #

☐ C- or ☒ V- 75-2992094-00

Service

INTEGRATED INFORMATION AND COMMUNICATIONS SYSTEM FOR STATEWIDE BIOTERRORISM
PREPAREDNESS PROTECTION (TENNESSEE HEALTH ALERT NETWORK / T-HAN)

Contract Begin Date

AUGUST 10, 2009

Contract End Date

AUGUST 9, 2014

Subrecipient or Vendor

☐ Subrecipient ☒ Vendor

CFDA #(s)

93.283

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2010		\$211,980			\$211,980
2011		\$137,776			\$137,776
2012		\$112,776			\$112,776
2013		\$112,776			\$112,776
2014		\$112,776			\$112,776
2015		\$18,796			\$18,796
TOTAL:		\$706,880			\$706,880

— OCR Use —

Agency Contact & Telephone #

CRYSTAL ALLEN 741-9419

Agency Budget Officer Approval (there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred)

Speed Code

Account Code

Contractor Ownership/Control

☐ African American ☐ Person w/ Disability ☐ Hispanic ☐ Small Business ☐ Government
☐ Asian ☐ Female ☐ Native American ☒ NOT Minority/Disadvantaged ☐ Other

Contractor Selection Method

☐ RFP ☐ Competitive Negotiation * ☐ Alternative Competitive Method *
☒ Non-Competitive Negotiation * ☐ Other *

*Procurement Process Summary

NON-COMPETITIVE REQUEST INCLUDED

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF HEALTH
AND
GLOBAL SECURE SYSTEMS CORPORATION**

This Contract, by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" and Global Secure Systems Corporation, hereinafter referred to as the "Contractor," is for the provision of an integrated information and communications system for Statewide Bioterrorism Preparedness Protection (Tennessee Health Alert Network/T-HAN), as further defined in the "SCOPE OF SERVICES."

The Contractor is a for-profit corporation.

Contractor Federal Employer Identification or Social Security Number: V-75-2992094-00

Contractor Place of Incorporation or Organization: Texas

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Contract.
- A.2. Implement a system that will automate certain data capture functions that are especially labor intensive and are critical in responses to public health emergencies.

Definitions:

- a. **Delivery:** The time at which the Contractor installs a software product or changes on the State computer system (or physically delivers an "install" file or other computer readable media with the software product of change). A "delivery" implies that the software:
 - 1. must be installed (or installable) on the State computer system;
 - 2. must operate without abnormal program interruptions;
 - 3. must substantially provide the functions as required by the specifications; and
- b. **Notice of Delivery:** The date of a communication from the Contractor to the State announcing that a software change has been delivered.
- c. **Acceptance:** The time at which the State determines, by testing delivered software products or changes, that the software operates as required by the specifications, i.e., it:
 - 1. completely provides the functions as required by the specification;
 - 2. has no shortcomings in documentation, and
 - 3. has no shortcomings in efficiency or performance.
- d. **Modification and Enhancement Process:** A five-step process used to define, specify, develop, test, and implement changes to the software or system. The five steps are:
 - 1. the State prepares specifications for a modification or enhancement;
 - 2. the Contractor prepares an estimate for the delivery date and cost, at the contract rates, for development of the software;
 - 3. the State accepts the estimate and authorizes the work;

4. the Contractor delivers the software product or change as defined elsewhere, and
5. the State accepts the software product or change and complies with requirements.

A.3. Project Plan and Vision and Scope Development (Milestone 1)

Develop a detailed Project Plan which addresses continued support of; Response Manager (RM), Volunteer Mobilizer (VM), the supporting infrastructure, all the planned releases, and provides for un-planned or emergency releases. Additionally, the Contractor will develop a Vision and Scope Document which defines the methods and requirements to support bi-directional data exchanges with a State licensing data store (SQL Server data base) that includes State licensure data and pre-population of VM screens as a volunteer registers. This plan will be developed for the express purpose of designing a method which interfaces between VM and the State's Regulatory Board System (RBS) database.

- a. By September 10, 2009, complete a draft project plan for review and comment by the State that shall identify all steps, schedules (of all releases), milestones, and dependencies required to install, improve, configure, test and implement the integrated Response Manager and Volunteer Mobilizer;
- b. By September 15, 2009, plan, prepare and conduct a one day requirements planning session that includes up to fifteen (15) stakeholders identified by the State. The requirements planning session will be used to gather and validate requirements for the data exchanges between the Regulatory Board System/VM, including the population of the RBS data store and to develop the Vision and Scope Document;
- c. By September 24, 2009, submit the final Project Plan to the State.
- d. By November 01, 2009, submit a draft Vision and Scope document, which must contain, at a minimum, the following:
 1. Business requirements and rules;
 2. Background;
 3. Business opportunity;
 4. Business objectives;
 5. Value provided to the State;
 6. Business risks;
 7. Vision of the solution;
 8. Vision statement;
 9. Major features;
 10. Assumptions and dependencies;
 11. Scope and limitations;
 12. Scope of initial release;
 13. Scope of subsequent releases;
 14. Limitations and exclusions;
 15. Business context;
 16. Customer profiles, and
 17. Project priorities.
- e. By November 15, 2009, submit the final Vision and Scope document to the State.

A.4. By November 15, 2009, integrate the existing Global Secure Application Interface (API) to RM to allow for porting telephone numbers from the Hospital Resource Tracking System (HRTS) and up to four (4) other emergency response systems to RM (primary and backup sites) during alert scenarios to enhance HRTS alerting capabilities. (Milestone 2)

- a. Assist the State in developing a set of shared roles that will be used by RM and HRTS for alerting consolidation.
 - b. Define mapping to and implement the API to support alerting consolidation. These fields would include, but not be limited to:
 - 1. Event
 - 2. Priority
 - 3. Role
 - 4. County and/or Region
 - 5. Message Subject
 - 6. Message Content
 - c. Configure RM to support harmonized roles and provide reporting tools for alerts generated using the API.
- A.5. By December 31, 2009, develop, deliver, install, configure, test and implement application software that meets the priority business and technical requirements identified in the Vision and Scope Document above. (Milestone 3) The Application software must, at a minimum:
- a. Query the RBS Data Store based upon State license number or a demographic data set;
 - b. Use the results of the query (if found) to pre-populate volunteer registration screens;
 - c. Once a volunteer record has been posted to the VM data base and results of the web service to the four (4) external credential sources (American Board of Medical Specialties [ABMS], American Osteopathic Association [AOA], Drug Enforcement Agency [DEA], Federation of State Medical Boards [FSMB]) call is complete, push the results of the web services call to the data store and append it to an existing matched health care professional record.
- A.6. By July 31, 2011, provide system testing and exercising through intensive use of the application and participating in five (5) State planned disaster exercises, on a schedule which shall be provided by the State. (Milestone 4) Participation at these exercises will require documentation of the results in the exercise After Action Report and shall include:
- a. Selecting and alerting defined volunteer types including status of their credentials confirmation;
 - b. Tracking alerting response/confirmation;
 - c. Verification of capabilities of the consolidated alerting application interface used by the other Emergency Preparedness systems.
- A.7. Develop system and user documentation for each release or enhancement throughout the life of the contract, and participate in the development of TN-DOH Healthcare Emergency Preparedness and Public Health Emergency Preparedness Training and Education Program.
- A.8. Maintain an integrated information and communication system that provides:
- a. A fully operational system that meets the needs of the state and operates twenty-four (24) hours a day, seven (7) days a week;
 - b. Emergency broadcast blast fax alert capabilities on a limited basis;
 - c. Maintain capacity to alert three thousand (3,000) professional users (Public Health providers, Homeland Security, law enforcement officials, firefighters, Emergency Medical Services [EMS] personnel, etc.) via e-mail, fax, phone, and pager, and the capability for an immediate confirmation process within two hours, and

- d. Maintain capacity to alert twenty-seven thousand (27,000) volunteers in twelve hours (no confirmation process required).

A.9. Maintain and Enhance a VM Module that is integrated with the RM

The Contractor shall meet State customization requirements, provide recommendations for hardware configuration, proof of system compatibility with State hardware and software standards, and ensure conformance to the State's Technical Architecture. Both products are complex products that require ongoing support for the software code, its interactions with third-party components upon which it resides and depends, and some measure of support for the third-party components themselves.

A.10. The Contractor shall meet the Health and Human Services (HHS), Centers for Disease Control and Prevention's (CDC's) Public Health Information Network (PHIN) requirements for Partners Communication Alerting (PCA) and cascade alerting (Attachment 1), PHIN Directory Exchange and Assistant Secretary for Preparedness and Response (ASPR) Emergency System for the Advanced Registration of Volunteer Health Professionals (ESAR-VHP) requirements (Attachments 2 and 3).

A.11. Ensure System Maintenance, Technical Support, and Software Upgrades (Milestone 5)

By providing on-going twenty-four (24) hour a day, seven (7) day a week system technical support, and on-going support for investigation and debugging of software problems for both Response Manager (RM) and Volunteer Mobilizer (VM) via telephone and, at a minimum, ensure all vendor introduced software upgrades provide for a fully operational Tennessee Health Alert Network (T-HAN) that meets the on-going alerting needs of the State at primary and secondary sites; and by ensuring VM meets ESAR-VHP requirements based on ASPR timeframes and guidelines.

A.12. Reporting

Provide quarterly progress reports to the State through RM user groups indicating the status of maintenance and software upgrades which, at a minimum, will include problems encountered with problem resolution, best practices, new version software demonstrations, new version documentation, and product deliverable dates.

A.13. The State:

- a. By September 17, 2009, the State shall review and request any necessary revisions to the Project Plan.
- b. By November 15, 2009, the State shall review and request any necessary revisions to the Vision and Scope document.
- c. May request modifications and enhancements to the software using the "Modification and Enhancement Process" as defined. All such modifications and enhancements will be developed consistent with and will operate with the existing software at no loss of function to the existing software.
- d. Shall test modifications and enhancements within thirty (30) days of the later of delivery or notice of delivery. If the delivery of the software is not contested within those thirty (30) days, it will be deemed delivery for purpose of payment of invoice.
- e. May choose to purchase additional/new module(s). If the State so chooses, maintenance for the additional/new module(s) will be included in the acquisition cost in the Contract fiscal year in which it was purchased; in subsequent fiscal years, the costs will be added

to annual maintenance fees. This action will be accomplished through an amendment to the current contract.

B. CONTRACT TERM:

This Contract shall be effective for the period commencing on August 11, 2009 and ending on August 9, 2014. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Seven Hundred Six Thousand Eight Hundred Eighty Dollars (\$706,880). The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.
- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

MILESTONE/SERVICE	AMOUNT
By November 15, 2009 provide Project Plan and Vision and Scope Document (Milestone 1) (amount paid upon completion of the milestone)	\$ 33,000
By November 15, 2009 integrate the existing EMS Systems Application Interface (API) to RM (Milestone # 2) (amount paid upon completion of the milestone)	\$ 10,000
By December 31, 2009 develop, deliver, install, configure, test and implement application software that meets the priority business and technical requirements identified in the Vision and Scope Document (Milestone # 3) (amount paid upon completion of the milestone)	\$ 75,000
By July 31, 2011, provide system testing and exercising through intensive use of the application and participating in five (5) State planned disaster exercises (Milestone # 4) (amount paid at a rate of \$5,000 per exercise after completion of	\$ 25,000

the each exercise)	
Ensure software maintenance, technical support, & software upgrades to T-HAN (Milestone # 5)	\$ 563,880
\$9,398 per month x 60 months, for a total of \$563,880 To be paid in pro rated, quarterly amounts in arrears)	

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in Section C.3, above, and as required below prior to any payment.

a. The Contractor shall submit invoices no more often than monthly, with all necessary supporting documentation, to:

Glenn Whitefield
Tennessee Department of Health,
Communicable & Environmental Disease Services
1st Floor, Cordell Hull Bldg.,
425 5th Avenue North,
Nashville, TN 37243

b. The Contractor agrees that each invoice submitted shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information.

- (1) Invoice/Reference Number (assigned by the Contractor);
- (2) Invoice Date;
- (3) Invoice Period (period to which all invoiced charges are applicable);
- (4) Contract Number (assigned by the State to this Contract);
- (5) Account Name: Department of Health / Communicable & Environmental Disease Services;
- (6) Account/Customer Number (uniquely assigned by the Contractor to the above-referenced Account Name);
- (7) Contractor Name;
- (8) Contractor Federal Employer Identification Number or Social Security Number (as referenced in this Contract);
- (9) Contractor Contact (name, phone, and/or fax for the individual to contact with billing questions);
- (10) Contractor Remittance Address;
- (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name /title as applicable) of each service invoiced;
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced;
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced;
 - iv. Amount Due by Service; and
 - v. Total Amount Due for the invoice period.

c. The Contractor understands and agrees that an invoice to the State under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
 - (2) not include any future work but will only be submitted for completed service; and
 - (3) not include sales tax or shipping charges.
 - d. The Contractor agrees that timeframe for payment (and any discounts) begins when the State is in receipt of each invoice meeting the minimum requirements above.
 - e. The Contractor shall complete and sign a "Substitute W-9 Form" provided to the Contractor by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Contract for the Contractor. The Contractor shall not invoice the State for services until the State has received this completed form.
- C.6. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.8. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any Contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other Contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.
- D. STANDARD TERMS AND CONDITIONS:**
- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not

be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.

- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment 4, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year

after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.

- e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
 - D.10. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*
 - D.11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
 - D.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
 - D.13. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
 - D.14. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
 - D.15. State Liability. The State shall have no liability except as specifically provided in this Contract.
 - D.16. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
 - D.17. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.

- D.18. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.19. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.20. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.21. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

The State:

Tracey Davis, Contract Coordinator
Tennessee Department of Health
Communicable & Environmental Disease Services
Cordell Hull Bldg., 1st Floor
425 5th Avenue North, Nashville, TN 37243
Email Address: Tracey.Davis@state.tn.us
Telephone # (615) 532-8496
FAX # (615) 741-3857

The Contractor:

Andy Nunemaker, President
Global Secure Systems Corporation/EMSystems
135 South 84th Street, Suite 150,
Milwaukee, WI 53214
EMAIL ADDRESS: anunemaker@emsystems.com
Telephone # 414-721-9731
FAX # 414-721-9631

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.
- E.5. Voluntary Buyout Program. The Contractor acknowledges and understands that, for a period of two years beginning August 16, 2008, restrictions are imposed on former state employees who received a State of Tennessee Voluntary Buyout Program (VBP) severance payment with regard to contracts with state agencies that participated in the VBP.
- a. The State will not contract with either a former state employee who received a VBP severance payment or an entity in which a former state employee who received a VBP severance payment or the spouse of such an individual holds a controlling financial interest.
 - b. The State may contract with an entity with which a former state employee who received a VBP severance payment is an employee or an independent contractor. Notwithstanding the foregoing, the Contractor understands and agrees that there may be unique business circumstances under which a return to work by a former state employee who received a VBP severance payment as an employee or an independent contractor of a State contractor would not be appropriate, and in such cases the State may refuse Contractor personnel. Inasmuch, it shall be the responsibility of the State to review Contractor personnel to identify any such issues.
 - c. With reference to either subsection a. or b. above, a contractor may submit a written request for a waiver of the VBP restrictions regarding a former state employee and a contract with a state agency that participated in the VBP. Any such request must be submitted to the State in the form of the *VBP Contracting Restriction Waiver Request* format available from the State and the Internet at: www.state.tn.us/finance/rds/ocr/waiver.html. The determination on such a request shall be at the sole discretion of the head of the state agency that is a Party to this Contract, the Commissioner of Finance and Administration, and the Commissioner of Human Resources.
- E.6. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information

in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.7. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.
- a. Contractor warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Contract.
 - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the Contract so that both parties will be in compliance with HIPAA.
 - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and Contractor in compliance with HIPAA. This provision shall not apply if information received by the State under this Contract is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.
- E.8. Printing Authorization. The Contractor agrees that no publication coming within the jurisdiction of *Tennessee Code Annotated*, Section 12-7-101, *et. seq.*, shall be printed unless a printing authorization number has been obtained and affixed as required by *Tennessee Code Annotated*, Section 12-7-103 (d).
- E.9. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:
- a. The Contract document and its attachments
 - b. All Clarifications and addenda made to the Contractor's Proposal
 - c. Technical Specifications provided to the Contractor

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

- E.10. Workpapers Subject to Review. The Contractor shall make all audit, accounting, or financial analysis workpapers, notes, and other documentation available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.
- E.11. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed. It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this Contract in perpetuity.
- E.12. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:
- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, *U.S. Code*.

- E.13. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

- E.14. CFDA Number(s). When applicable, the Grantee shall inform its licensed independent public accountant of the federal regulations that are to be complied with in performance of an audit. This information shall consist of the following Catalog of Federal Domestic Assistance Numbers and Grant Names:

93.283 – Centers for Disease Control and Prevention-Investigations and Technical Assistance

IN WITNESS WHEREOF,

GLOBAL SECURE SYSTEMS CORPORATION:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF HEALTH:

SUSAN R. COOPER, MSN, RN, COMMISSIONER

DATE

APPROVED:

COMMISSIONER OF FINANCE & ADMINISTRATION

DATE

COMPTROLLER OF THE TREASURY

DATE

ATTACHMENT 4

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	GLOBAL SECURE SYSTEMS CORPORATION
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	75-2992094

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION